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BRANDON JOE WILLIAMS®

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

BRANDON JOE WILLIAMS®, Plaintiff, v. UNITED STATES SMALL BUSINESS ADMINISTRATION, Defendant.	No. 2:24-cv-09553-RGK-SK **Affidavit of Facts** Honorable R. Gary Klausner United States District Judge

Affidavit of Facts

Comes now, BRANDON JOE WILLIAMS®, by and through agent Brandon Joe Williams, pursuant to Federal Rules of Evidence 402, 602 and 603.

This affidavit will clear up any current confusions and presumptions, allow this most honorable court to stop wasting time, and allow us to move this case back to State court, where it belongs:

1. Brandon Joe Williams is a "man" of the "Union," in accordance with what was said by the most Honorable Justice Mr. Miller in the watershed Supreme Court case: ***The Slaughter-House Cases, 83 US 36 - (U.S. Supreme Court - 1873)***
2. Brandon Joe Williams has a commercial entity called a sole proprietorship that was given to him to use in commercial transactions.
3. The birth of this sole proprietorship, as a person, was Feb 14th, 1986.
4. This power, to create a corporation to be used as an agency in the administration of civil government, is clarified in the same Supreme Court case mentioned above of ***The Slaughter-House Cases, 83 US 36 - (U.S. Supreme Court - 1873):***

That wherever a legislature has the right to accomplish a certain result, and that result is best attained by means of a corporation, it has the right to create such a corporation, and to endow it with the powers necessary to effect the desired and lawful purpose, seems hardly to admit of debate

5. This commercial person allows Brandon Joe Williams to operate, externally, in the Federal commercial world in accordance with the Commerce Clause found in Article I, Section 8, Clause 5 of our most glorious U.S. Constitution.
6. This situation is further clarified in ***Bender v. Williamsport Area School Dist., 475 US 534 (U.S. Supreme Court - 1986)***:

Acts performed by the same person in two different capacities "are generally treated as the transactions of two different legal personages." F. James & G. Hazard, Civil Procedure § 11.6, p. 594 (3d ed. 1985).

7. This commercial entity is identified by seeing Brandon Joe Williams' name in all capital letters.
8. Typically, it looks like this: "BRANDON JOE WILLIAMS."
9. DBAs of this business can be "BRANDON J WILLIAMS" and "BRANDON WILLIAMS."
10. Brandon Joe Williams has a Federally Registered Trademark on the trade name "BRANDON JOE WILLIAMS®" in USPTO #97335158., which also covers all DBAs of the trade name.
11. Brandon Joe Williams has a State case (State of California) legally changing his name from "BRANDON JOE WILLIAMS" to "Brandon Joe Williams" that was approved by a judge in case 23STCP02865. The affidavit used in this case also confirmed he is a "man" of the "Union" and not a 14th Amendment "United States citizen."
12. BRANDON JOE WILLIAMS® is essentially a business that allows Brandon Joe Williams to interface into commerce in the United States.
13. This is obvious by simply taking a moment to see that State tax, in State of California, is collected by the "Franchise Tax Board." Judicial notice may be taken on this point.
14. "Franchise" means the business or 14th Amendment citizen with immunities and privileges (**NOT** rights).
15. "Franchise" shows that State taxes are paid on behalf of a business, not a "man" of the "Union."
16. This is exactly why State taxes are legal. They are not directly taxing a man or woman.
17. A sole proprietorship does not need an officer of the court to "represent" it in the public court system.
18. The tax identification number of this "sole proprietorship" is the "social security number" (which is clarified when looking at an SS4 form - showing that a sole proprietorship is identified by its "SSN").
19. This lawsuit is regarding a commercial matter.
20. A "person" in legal terminology, would need to fit within the Commerce Clause of the Constitution.

21. Brandon Joe Williams is not intrinsically commercial, thus would not fall under the definition of "person."
22. In order to sue or be sued, Brandon Joe Williams needs to operate through a person who can sue or be sued, hence the usage of BRANDON JOE WILLIAMS®. This is made clear in ***United States v. Cooper Corp 312 U.S. 600 (U.S. Supreme Court - 1941)***.
23. Brandon Joe Williams **is not** a resident of State of California.
24. BRANDON JOE WILLIAMS® **is** a resident of State of California through the process of naturalization found at 8 USC 1101(a)(23).
25. Brandon Joe Williams **is not** an "individual" as per legal definitions
26. BRANDON JOE WILLIAMS® **is** an "individual" as per most legal definitions
27. Brandon Joe Williams is not a "natural person" and would only be classified as a "man" or "freeman" of the "Union" as described in ***The Slaughter-House Cases, 83 US 36 - (U.S. Supreme Court - 1873)***.
28. Because of this specification, the plaintiff is BRANDON JOE WILLIAMS®, not Brandon Joe Williams.
29. Brandon Joe Williams **never needed** the citizenship offered by the 14th Amendment and thus **is not** a US citizen.
30. BRANDON JOE WILLIAMS® **did need** the citizenship offered by the 14th amendment and **is** a US citizen in accordance with 42 USC 9102(18)(A).
31. The above points on citizenship and the 14th Amendment are clarified thoroughly by ***ELLEN R. VAN VALKENBURG v. ALBERT BROWN 43 Cal. 43 (California Supreme Court - 1872)***:

> *No white person born within the limits of the United States, and subject to their jurisdiction, or born without those limits, and subsequently naturalized under their laws, owes the status of citizenship to the recent amendments to the Federal Constitution. The history and aim of the Fourteenth Amendment is well known, and the purpose had in view in its adoption well understood. That purpose was to confer the status of citizenship upon a numerous class of persons domiciled within the limits of the United States, who could not be brought within the operation of the naturalization laws because native born, and whose birth, though native, had at the same time left them without the status of citizenship. These persons were not white persons, but were, in the main, persons of African descent, who had been held in slavery in this country, or, if having themselves never been held in slavery, were the native-born descendants of slaves. Prior to the adoption of the Fourteenth Amendment it was settled that neither slaves, nor those who had been such, nor the descendants of these, though native and free born, were capable of becoming citizens of the United States. (Dred Scott v. Sanford, 19 How. 393.) The Thirteenth Amendment, though conferring the boon of freedom upon native-born persons of African blood, had yet left them under an insuperable bar as to citizenship; and it was mainly to remedy this condition that the Fourteenth Amendment was adopted.*

32. Several times now both the defense and this court has misspelled the plaintiff's name, causing confusion. It is requested that this stop. This affidavit will assist to clean that up.
33. The plaintiff is being presented by Brandon Joe Williams as a "next friend" and/or attorney-in-fact.

34. The term "next friend" is described in Article III, Section 2, Clause 1 of our most glorious constitution.
35. BRANDON JOE WILLIAMS®, due to being a legal fiction, cannot write, talk, answer, communicate, indorse negotiate negotiable instruments, etc.
36. BRANDON JOE WILLIAMS® took on two promissory notes with Brandon Joe Williams as the indorser.
37. SBA Disaster Loan Application Number: 3600165973 and Loan Number: 5126297804 were indorsed and issued in good faith by Brandon Joe Williams under the false assumption that the defendant was actually giving the plaintiff something of value that was of detriment to the defendant.
38. This was an incorrect and fraudulent assumption due to the fact that this was a currency exchange, not a loan.
39. To affiant's best knowledge, the total value of the notes were the maturity value of said notes, which includes the interest on the notes.
40. The only consideration that was given to the plaintiff and indorser regarding this currency exchange is the original principal balance and did not include the interest value (which would be considered residue).
41. The above consideration is not "adequate consideration" as defined here: One which is equal, or reasonably proportioned, to the value of that for which it is given. 1 Story, Eq. Jur. §§ 244-247.
42. The full, correct and "adequate" consideration of this currency exchange would have included the full maturity value, which the plaintiff nor indorser received.
43. The plaintiff in this suit is claiming to have been short-changed on this currency exchange and is requesting to be paid on the interest of the original notes and also for damages.
44. The damages of this suit include being lied to and the confusion and chaos that ensued, emotional damage for the anxiety associated with having to "pay" an already fully paid currency exchange, being placed in debt slavery (peonage) and also having any additional secondary value stolen where the notes were further negotiated, collateralized, transferred, redeemed, etc, without the plaintiff or the indorser being informed.
45. As far as the plaintiff and indorser can tell, this "loan" (currency exchange) was funded by either selling the original note or placing up the original note as a "collateral security" and taking it to the Federal Reserve Discount Window as a "collateral security" in accordance with 12 USC 412.
46. The original promissory notes associated with these currency exchanges fall under 18 USC 8 and are an "obligation or other security of the United States."
47. This is evidenced by 31 USC 1501(a)(2), which states: **"An amount shall be recorded as an obligation of the United States Government only when supported by documentary evidence of— (2)a loan agreement showing the amount and terms of repayment;"**
48. The motion to dismiss, filed by a representative of the defense, appears to be functioning in a witness capacity with personal firsthand knowledge of the current situation, while also being an advocate. This violates the Rules of Professional Conduct Rule 3.7.
49. The motion to dismiss is written in a way conferring personal knowledge despite not being under oath. This is hearsay and violates the Rules of Evidence #602 and 603 and the motion should be stricken as anything that can influence this case.
50. This affidavit now shifts the burden of evidence over to the defense and requires the

defense to respond with an affidavit by someone with personal knowledge.
51. It appears that this court is attempting abuse of discretion by attempting to dismiss the plaintiff's State claims while having absolutely no jurisdiction to do so in a Federal court. The plaintiff is not asking this court to decide on these matters as this court is legally incapable of doing so.
52. It has been stated that the case of the plaintiff is unintelligible, yet there has been absolutely no attempt by this court to clarify or ask for specifics, despite the plaintiff being calm, using full and complete sentences, spelling words properly and generally attempting to communicate in a calm and coherent manner. This violates Canon 2: A Judge Should Avoid Impropriety and the Appearance of Impropriety in all Activities and Canon 3: A Judge Should Perform the Duties of the Office Fairly, Impartially and Diligently. It appears that this court is attempting to label the plaintiff and his agent with a broad and irrelevant generality by using another case that is entirely irrelevant to this one (that case talks about "specie," where this case is **ONLY** regarding negotiable instruments) to prevent having to clarify anything in this case that may be "unintelligible." This is unacceptable behavior.
53. Due to this case having only causes of action that can be heard in State court, it is requested that this case be remanded to State court.
54. The UNITED STATES SMALL BUSINESS ADMINISTRATION, as a person, is a 14th Amendment United States Citizen in accordance with 42 USC 9102(18)(B).
55. A 14th Amendment United States Citizen does not have any sovereign immunity nor are they able to gain any as the very definition of the word "citizen" means they are a SUBJECT to the laws of that nation. This is beautifully clarified in ***State v. Manue l20 N.C. 144 (Supreme Court of North Carolina - 1838):***

The term "citizen" as understood in our law, is precisely analogous to the term subject in the common law.

56. Neither plaintiff nor his agent is a "sovereign citizen" and, even if either one was, that's entirely irrelevant to these proceedings.
57. It appears, according to the defense strategy of Mr. Farrell, that the UNITED STATES SMALL BUSINESS ADMINISTRATION is, by his unsworn proclamations (hearsay), a "sovereign citizen."
58. This entire lawsuit has already established, by both the plaintiff and the defense, that there were 2 promissory notes that were indorsed and issued. Even in the world of presumption, this has been established as fact. This suit is specifically regarding the negotiability, indorsement, consideration regarding and fraud associated with that undisputed fact.
59. All Federal aspects of defense that Mr. Farrell has raised in all his filings are all moot and irrelevant as there is no Federal jurisdiction possible in this complaint.
60. The UNITED STATES SMALL BUSINESS ADMINISTRATION is a person by all definitions that include the term "corporation." It is a "public corporation" which is described beautifully in ***The Slaughter-House Cases, 83 US 36 (U.S. Supreme Court - 1873)***:

That wherever a legislature has the right to accomplish a certain result, and that result is best attained by means of a corporation, it has the right to create such a corporation, and to endow it with the powers necessary to effect the desired and lawful purpose, seems hardly to admit of debate

61. To say "corporation" or "business" or "US citizen" is, essentially, all the same terms. This is made quite clear in 42 USC 9102(18)(C).
62. The fact that the UNITED STATES SMALL BUSINESS ADMINISTRATION is a United States citizen, means it is subject to the public corporation called State of California. This makes

it subject to the statutes of State of California.
63. The UNITED STATES SMALL BUSINESS ADMINISTRATION is an entirely different person and is a public corporation of "United States." They are absolutely not the same person and anyone going along with such rubbish is beyond ignorant of the law.
64. No money, as per the legal definition, was ever exchanged or had absolutely any part of any aspect of this suit or the previous activities between the plaintiff, agent and defendant. Never, as regards to the plaintiff and indorser, has any dealings with the UNITED STATES SMALL BUSINESS ADMINISTRATION involved money nor has any money been created, dealt with, exchanged, handled, created, etc. This is **ONLY** and **EXCLUSIVELY** a negotiable instruments case.
65. There has never been any argument as to how the original promissory notes were "void." There is only a controversy associated with negotiation, indorsements, consideration and fraud associated with the value and exchange of those terribly valuable instruments, as well as the usage of fraudulent words such as "loan," "creditor," "debtor," etc. These are irrelevant and fraudulent words that created confusion and destroyed the meeting of the minds and transparency of the contract.
66. The plaintiff realized that the Uniform Commercial Code is not Federal law and has been building all the case law necessary to make the UCC operate as law at the Federal level. But this will not be listed here as the correct way to address this situation is to remand this case back to the State of California in order to use the California Commercial Code (which **IS** law).
67. The novation that was sent by the plaintiff to the defendant cannot "unilaterally order the other party to accept changes," as the defense described in the motion to dismiss. But every area where there was not a meeting of the minds or there was some kind of fraud, such as to the fact that this was not a "loan" but was simply a "currency exchange," allows the open and clear communication to automatically replace those areas. Fraud cannot be used as an antithesis when a non-fraudulent thesis is brought forward. Hence, the need for this affidavit. So that original novation does, in fact, replace those areas where fraud was active and where clear aspects of the contract were carefully uncommunicated.
68. This lawsuit is not about the plaintiff attempting to avoid payment on a "loan." This lawsuit is that there never was a loan and the plaintiff is entitled to all the interest associated with the negotiation of the original note (whether sold, traded, or placed as a collateral security and swapped for Federal Reserve Notes at the Federal Reserve Discount Window). Discovery is the place where this will be worked out, not in the completely insane world of dialectic materialism and presumption.
69. In the motion to dismiss, it is said plaintiff "admits having received the Loan from SBA in amounts of $59,000 and then $198,700." Both plaintiff and agent openly admit to the above as TRUTH. This is only a partial consideration to the original notes and is like getting paid $60,000, fraudulently, for a $72,000 car (under false pretenses).
70. Through discovery in State court, we will be able to determine the **EXACT** negotiation, and **EXACTLY** what occurred with those notes through the entire timeline of their existence. Through this, exact damages can be realized and relief can be achieved.
71. For anyone, judge or council, to use the word "unintelligible" without there having been any hearing or attempt at contacting the plaintiff or agent directly is disgusting and unacceptable.
72. For anyone, judge or council, to use the word "frivolous" without having presented evidence as to intent to harm, harass or degrade is disgusting and unacceptable.
73. For anyone, judge or council, to use the term "bad faith" without having presented evidence as to intent to harm, harass or degrade is disgusting and unacceptable.
74. The agent for the plaintiff did read both original promissory note contracts mentioned in this suit. The first one was read at a time where understanding may have been nearly impossible. The second time (expansion promissory note to the larger amount) was read while the plaintiff's agent was still very new at understanding this information. It is true that it is not a responsibility

for the defense to make sure the plaintiff understands all areas of the contract. And, from memory, the agent remembers the promissory notes to have quite simple contracts, which is appreciated. But the problems being raised, specifically, is how these valuable negotiable instruments are then negotiated in order to fund the "loan" in a style that is only a currency exchange and not really a loan. The problem is in the fact that the true credit in the situation, which is **ACTUALLY THE INDORSER'S**, is usurped fraudulently and it is pretended as through it is the "credit" of the SBA or the banking institution that processed the notes, where, in actual fact, it was the **INDORSER'S** credit that was utilized in order to give value to the note. A corporation cannot "promise to pay" unless it has "men" of the "Union" in it willing to place their future ability to produce on the line. None of this was described or mentioned in the original notes or contracts. This is the basis of the suit.

75. The defense has a fiduciary duty in a currency exchange situation. This is not a loan and never was so what the defense has to say in the motion to dismiss about this is moot and irrelevant. The defense **DOES** have a fiduciary duty in this situation as it's the indorser's credit that was being utilized.

76. **In this transaction, the indorser is actually the secured party, not the plaintiff or defendant.** This will all be worked out in discovery in State court.

Dated: January 6rd, 2025

Respectfully submitted,

BRANDON JOE WILLIAMS®
By: */s/ Brandon Joe Williams, agent*

In accordance with 28 USC 1746:

Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified official other than a notary public), such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:

(1)If executed without the United States: "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct."

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on (date): 1/6/2025

Signature: without prejudice
by: [signature], agent
FOR: BRANDON JOE WILLIAMS®, Plaintiff

See Attached Ca Compliant
Acknowledgement or Jurat
Ca Civil Code Secs 1189 & 1185

CALIFORNIA JURAT Government Code section 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 6 (Day) day of Jan (Month), 20 25 (Year)

by 1 Brandon Joe Williams
Signer Name

(and 2 ~~_____~~)
Signer Name

Provided to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

ANDREA SOLDO
Notary Public - California
Ventura County
Commission # 2409183
My Comm. Expires Jun 26, 2026

Signature Andrea Soldo
Notary Signature

Seal

Optional

Type/Title of document AFFidavit OF Facts

Date of document Jan 6, 2025